



Motive Technologies, Inc.

Motive Terms of Service

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Change Log



Motive Technologies, Inc.

1. Introduction

1.1

These Terms of Service (“Terms”) are a legal agreement between you, (referred to as “Customer”, “Administrator”, and/or “End User”), and Motive Technologies, Inc. and its subsidiaries (referred to as “Motive”, “we”, “our”, or “us”) (individually “Party” and collectively the “Parties”) and, unless you and Motive agree in a signed written document, govern your use of and access to Motive’s services, including the Motive App Marketplace (as defined herein) and any software, hardware, mobile applications, tools, features, and other products and services that are made available through our website (<https://www.gomotive.com>) (“Site”) or otherwise made available by us (collectively, and together with the items set forth in the definition of Motive Services, “Services”).

1.2

By executing an Order Form or other contract that references these Terms, by purchasing the Services, by clicking to accept these Terms, or by otherwise purchasing, accessing and/or using the Services, from Motive or an approved reseller whichever is the earlier, you accept and agree to be bound by these Terms and any applicable Additional Terms, which are incorporated by reference. If you are using our Services for an organization, such as your employer, you are agreeing to these Terms on behalf of that organization.

1.3 For Customers

If you are accepting these Terms on behalf of your employer or another entity or for use of the Services by your employer or another entity (“Customer”), you represent and warrant that (a) you have the legal authority to bind the applicable entity to these Terms, and are 18 years or older, and (b) that you agree, on behalf of the entity you represent, to these Terms. If you are using our Services for an organization, such as your employer, you are agreeing to these Terms on behalf of that organization. If you don’t have the authority to bind your employer or the entity you represent to these Terms, you should not click the checkbox or button, countersign these Terms, or purchase or use the Services in any manner. If you are accepting these Terms on your own for your own use of the Services as a Customer with an account, you agree that you have the legal authority to agree to these Terms and are 18 years or older.

1.4 For End Users

If you are using the Services as an End User, you represent and warrant that you have the legal capacity to agree to these Terms and are 18 years or older. Additionally, you agree and acknowledge that Motive, the Customer and any Administrator has the ability to access, disclose, restrict, and remove information in or from an End User account, and that the Administrator may be able to monitor, restrict, or terminate access to an End User account. The Motive Services are intended only as a business to business offering. If you are an End User and accessing Motive Services through a Motive Customer, the Motive Customer’s privacy policies and other legal agreements govern the use and sharing of your personal information throughout the Motive Services. Please check with your employer on their privacy policies and data sharing policies to better understand your rights.

1.5 Agreement to Arbitrate

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FOR CUSTOMERS AND END USERS RESIDING IN THE UNITED STATES, PLEASE BE AWARE THAT THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER LOCATED IN SECTION 13 OF THESE TERMS, AS IT REQUIRES ARBITRATION TO RESOLVE DISPUTES, IN MOST CASES, ON AN INDIVIDUAL BASIS. BY ACCEPTING THESE TERMS, CUSTOMER OR END USER, AS APPLICABLE, AGREES TO BE BOUND BY THE AGREEMENT TO ARBITRATE AND THE CLASS ACTION WAIVER.

2. General Service Terms

2.1 Provision of Services

1. Customer and End Users may access and use the Services solely in accordance with these Terms, the Documentation and applicable laws. You may only use our Services and Hardware in accordance with these Terms.
2. Customer agrees that it has not relied on the availability of any future functionality of the Services or any other future product or service in executing these Terms or any Order Form. Customer acknowledges that information provided by Motive regarding future functionality should not be relied upon to make a purchase decision.

2.2 Customer Support

If you need assistance with the Services, please contact Motive by emailing Motive at support@gomotive.com or by calling Motive at 1-877-670-9983.

2.3 Telephone Communications

By providing any phone numbers, Customer consents to Motive, our affiliates, or partners contacting Customer for the following purposes:

1. Account notifications and troubleshooting;
2. Dispute resolution and debt collection; or
3. As necessary to service Customer's account or enforce these Terms, policies, applicable law, or any other applicable agreement we may have with you.
4. We may also contact you for marketing purposes for which standard telephone minute and/or text charges may apply in accordance with Customer's applicable mobile data/telephone plan. If Customer wishes to unsubscribe from such marketing communications, Customer may unsubscribe by clicking the following <https://go.gomotive.com/UnsubscribePage.html> and <https://app.salesloft.com/unsubscribe>.

3. Customer Use of the Services

3.1 Customer Responsibilities.

Customer is responsible for any use of the Services through its account, including all use of the Services by Customer's End Users and Administrators. Customer's responsibility extends to End Users and Administrators, including the use, damage, or misuse of the Hardware, as further set forth in these Terms. Customer is responsible for (a) obtaining consents, approvals, and/or authorizations from any employee and/or third party that are necessary for Motive to collect the Customer Data and (b) complying with any laws necessary to allow the operation of the Services, collection of Customer Data and End User data, and permission for Motive to process, store, and transfer Customer Data and End User data. In addition, Customer is solely responsible

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for all of its own software, network and internet connection costs related to its use of the Services (including internet connections needed for any firmware or other software updates released by Motive), including but not limited to mobile phone or mobile network data usage fees and applicable roaming charges which are provided by the Customer's or End User's mobile network provider under the Customer's or End User's separate contracts with them. Motive is not responsible for these third-party data services or any related costs.

The Parties' responsibilities, as it relates to Customer Data, to the extent required by applicable law, are addressed in the Data Protection Addendum and Biometric Services Addendum which are incorporated as Additional Terms. Customer is responsible for maintaining the required version of Android and iOS operating systems to operate the Motive Services, including any upgrades to tablets and/or mobile devices as necessary to run such versions. Motive does not suggest, control, or monitor the choices Customer makes as to use of the data or changes in Customer's business operations based on the data. Customer is solely responsible for any use made of the Services and for any data received through the Services. In particular, although the Services are intended to provide Customer with information that can help monitor and improve the efficiency, safety, and compliance record of Customer's operations, Customer is solely responsible for those and all other aspects of its operations. Customer acknowledges that the Services do not constitute advice as to managing Customer's operations. Customer acknowledges that the Motive Services alone will not improve efficiency, safety, or compliance.

3.2 Compliance with Laws and Regulations

Motive, Customer and End User assume responsibility for their compliance with all applicable laws and regulations, including but not limited, to any audio or video recording laws (when using Motive audio and/or video recording products). While Motive agrees to create accurate reports based on the information that it receives from Customer and End Users, it is Customer's sole responsibility to maintain compliance standards for IFTA filing and FMCSA Hours of Service of drivers.

3.3 End User Accounts

1. Customer may provision accounts for End Users to access Customer's Services account. Customer is responsible for maintaining the confidentiality of account credentials used by End Users to access the Services and preventing unauthorized use of the Services. Customer may not permit sharing of End User accounts or passwords. Customer agrees to (i) prevent any unauthorized access to, sharing of, or use by End Users of the Motive Services, (ii) terminate any unauthorized use of or access to the Services, and (iii) provide Motive with prompt notice of such unauthorized access or use.
2. Customer must keep account credentials confidential and not allow any third parties to use their accounts to access our Services.

3.4 Account Administration

Customer is responsible for designating Administrators for its Services accounts, maintaining updated Administrator contact information, and managing access by Administrators to Customer Accounts. Administrators may have the ability (a) to access, disclose, restrict or remove Customer Data in or from Customer's Service accounts and (b) to monitor, restrict, or terminate

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access to Customer's accounts. Motive's responsibilities do not extend to a Customer's internal management or administration of the Services.

3.5 Acceptable Uses

1. Although Motive is not obligated to monitor or screen access to, or use of the Services or to review Customer Data, Motive has the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or legal requirements.
2. Motive reserves the right, but is not obligated, to remove or disable access to any Customer Data, at any time with notice, if practical, including if Motive reasonably believes Customer Data to be in violation of these Terms or in order to comply with Motive's legal obligations.
3. You agree not to (and not to permit or encourage any third party to) misuse or attempt to misuse the Motive Services, including by:
 - interfering with, testing the vulnerability of, tampering with, or disrupting any part of the Services;
 - submitting or distributing viruses, worms, Trojan horses, corrupted files or other destructive content;
 - using any robot, spider, scraper, or other automated means to access the Services;
 - intercepting or examining the content of messages, files or communications in transit on a data network;
 - accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system;
 - accessing the Services illegally or without authorization;
 - attempting to penetrate/circumvent security measures of a Motive system, including any activity that may be used as a precursor to an attempted system penetration;
 - purposefully or negligently submitting or transmitting misleading, inaccurate, or fraudulent data or information;
 - using Motive's name, trademark, logo or design features (including in meta tags or other hidden text), without Motive's express consent;
 - submitting or transmitting any content, or otherwise engaging in any activity that infringes, misappropriates, or violates a third party's intellectual property rights, or rights of publicity or privacy on the Motive system;
 - using the Services for high bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e.torrents);
 - submitting or transmitting any content that promotes or condones imminent violence, hatred or bigotry against any person or group of people based on race, ethnic origin, religion, disability, gender, age, nationality, veteran status, sexual orientation, gender identity, or any other core characteristic, or which is otherwise objectionable;

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- using, displaying, mirroring, or framing the Services, without Motive's express consent;
- Display or transmit images of pornographic, obscene, or illegal acts;
- altering or modifying the Hardware;
- using, installing, or de-installing the Hardware in a way that does not substantially conform with instruction manuals, user guides, and other information and Documentation;
- tampering with, abusing, improperly maintaining, or intentionally or negligently damaging the Hardware, including by connecting Hardware to an improper voltage supply;
- using Hardware other than for its purpose or outside of the ordinary course of business;
- using Hardware with accessories or third-party devices, without Motive's express consent;
- violating any applicable laws or regulations in any way;
- facilitating a violation of these Terms.

3.6 Restrictions

Customer will not (and will not allow any End Users or third parties to): (a) reverse engineer, decompile, disassemble, decipher or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (b) modify or create derivative works based on the Services; (c) sell, resell, transfer, license, copy, rent, lease, distribute, time-share the Services for the benefit of a third party; (d) remove or alter proprietary notices from the Services, (e) use the Services to create any competitive or other product or service; (f) use the Services for the purpose of benchmark testing, vulnerability testing, penetration testing, or to research the features and functions of the Service without prior written and signed consent from Motive; (g) share its Customer API Key with any third party; (h) use, sell, copy, modify, create derivative works based on, publicly perform, publicly display, or distribute the Motive Output outside of the Services, except for regulatory compliance purposes or otherwise with Motive's express consent, or (i) allow any person under the age of 18 to become an End User.

3.7 Suspension

Motive, in its reasonable discretion, may suspend Customer's or End User's right to use the Services if: (a) Customer's or End User's use of the Services poses a security risk to the Services or may adversely affect the Services, Motive's systems and/or infrastructure, or Motive's reputation; (b) Customer's use of the Services could subject Motive to liability; (c) Customer violates any applicable law or regulation, these Terms or any Additional Terms; (d) late and/or non-payments in breach of Section 7.1 or 7.2, or (e) any default in accordance with Section 7.6 (Billing Disputes). Motive will use commercially reasonable efforts to provide prompt prior notice and explanation of a suspension.

3.8 Non-Motive Products

1. Customer may authorize, through the Motive App Marketplace or other approved methods, Motive to allow Non-Motive Products to access or use Customer Data, reports, or other information.

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2. If Customer uses any Non-Motive Products, Customer is solely responsible for complying with licenses for Non-Motive Products and paying fees for Non-Motive Products. Customer bears all risks associated with using and/or relying on Non-Motive Products.
3. Customer acknowledges and agrees that: (i) you must use your own discretion when you access or deploy Non-Motive Products; (ii) you should read the terms and conditions and policies associated with any Non-Motive Products, as they will govern your use of the Non-Motive Products; and (iii) Motive does not own or control any Non-Motive Products. Customer acknowledges that if it has a relationship with a Non-Motive Product, Motive may rely upon such representations from Customer and/or the Non-Motive Product company concerning its authority to access Customer Data.
4. Motive does not in any way warrant the accuracy, reliability, security, completeness, usefulness, non-infringement, or quality of any Non-Motive Products (including without limitation the content contained therein), even if the Non-Motive Products comply with these Terms and the API Terms.
5. Motive does not endorse or warrant Non-Motive Product and will not be liable for any act or omission of such Non-Motive Product or any negative effect which any Non-Motive Product may have on the Services, including the Non-Motive Product's access to or use of Customer Data, other information or reports. If you have any questions about Non-Motive Products or the terms that govern the use of a Non-Motive Product, you should contact the applicable provider of the Non-Motive Product directly.
6. If Customer has elected to use a Non-Motive Product which allows passthrough payment for Motive Services, in addition to the provisions in this section, Customer acknowledges that the Non-Motive Product will have access to Customer Data, including payment information. If so elected, Customer may make payments for Motive Services through the Non-Motive Product platform interface. Motive is not responsible for any payment or Service failures caused by the Non-Motive Product platform interface and/or programs.

3.9 API Key

1. Customer may request an API Key for internal or third party use from Motive by emailing apisupport@gomotive.com. Unless authorized by Motive, the API Key is solely for such Customer's internal use. Customer is solely responsible for use of its API Key by Customer, End User(s), Administrator(s), or authorized third party. By using any API Key, you are agreeing to the Motive API Terms of Service. You may not share any API Key with any unauthorized third party. Motive may suspend your API Key in the event that it becomes aware that such API Key has been shared by you with any unauthorized third party.
2. In the event that Customer or any authorized third party allows an unauthorized third party to access any Customer Data or other data via an API Key, Motive will not be responsible or liable for any use, act, or omission by such third party of the Customer Data or other data shared by Customer or its End Users.

4. Intellectual Property Rights

4.1 Reservation of Rights

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Except for the limited licenses granted to Customer in these Terms, Motive and its licensors own and reserve all right, title, and interest in and to the Motive Technology (including the rights to any text, graphics, images, music, software, audio, video, documents, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available by us through the Services).

4.2 Motive License

Motive grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license for Customer and its End Users to access and use the Software (including, as required, to use the Hardware) for business purposes during the Services Term.

4.3 Customer License

As between Motive and Customer, Customer shall own and reserve all right, title, and interest in and to the Customer Data. Customer grants Motive, its affiliates, and its contractors (e.g., Amazon Web Services) a worldwide, irrevocable, perpetual, non-exclusive, right to: (a) use, copy, distribute, create derivative works based on, display, and perform Customer Data in order to provide, analyze, support, operate, and improve the Services and its affiliates' services, and in order to develop new products and services, (b) share the Customer Data with third parties (such as our partners and vendors) bound by confidentiality requirements comparable to those in Section 13.8, and (c) as well as for any other lawful purpose authorized by Customer. Motive may submit Customer's contact information and billing information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Notwithstanding the foregoing, Motive does not sell any Customer Data to third parties and does not share any Customer Data in any manner that is not otherwise permitted for the business reasons provided herein.

4.4 Motive Data

Motive may collect and analyze data and information related to Customer's use and the performance of the Services and related systems and technologies therefrom ('Motive Data'), in order to enhance the Services for the Customer's benefit, Motive may use Motive Data for various purposes including to draw insights, improve the Services and/or develop new products and/or services, create, develop and distribute reports and materials about the Services; educate other prospective customers and end users about the Services via presentations, exhibitions, demonstrations, and/or expositions, and any other lawful purpose. Customer agrees on behalf of itself and its End Users that Motive Data may be disclosed to others for the purposes above and that Customer and its End Users will obtain consent from vehicle occupants sufficient for Motive to analyze and use the data as set forth above; provided that, if Motive discloses Motive Data to others, then any Motive Data will (to the extent required by applicable law) (i) be anonymized and aggregated, (ii) not identify Customer, End User or Customer's users, and (iii) not be disclosed in a manner that would permit a third party to determine the identity of vehicle occupants. Motive owns and reserves all right, title, and interest in and to the Motive Data.

4.5 Suggestions

Motive appreciates Customer feedback and suggestions. Customer may submit feedback by emailing Motive at support@gomotive.com. Please note, however, if Customer chooses to submit feedback or suggestions, Motive has ownership of any such feedback and

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suggestions. Customer agrees that by submitting suggestions or other feedback regarding our Services or Motive, Motive may use such feedback for any purpose without limitation or compensation to Customer, Administrator or End User. Feedback and suggestions are not Confidential Information.

4.6 Publicity

Customer agrees that Motive may use its name and logo in its sales and marketing communications, on Motive's website, investor material, customer lists, SEC filings, ESG reporting, and earnings calls. If requested, Customer agrees to review and approve public announcements concerning Customer's selection and purchase of Motive solutions and/or co-marketing activities following the successful onboarding of Motive solutions, and such approval will not be unreasonably withheld. Customer may revoke this approval at any time by emailing marketing@gomotive.com and legal@gomotive.com.

5. Data Security & Disclosure

5.1 Security

Motive has implemented and agrees to maintain commercially reasonable administrative, technical, and procedural safeguards to protect the integrity, and security of Customer Data. Motive's responsibilities as they relate to the storage and use of Customer Data and End User Data are addressed herein. To the extent required by applicable law, personally identifiable information (as defined under applicable privacy regulations) contained within Customer Data is addressed under the Data Protection Addendum. By agreeing to the Terms of Service, Customer acknowledges and represents that they have been given sufficient access to Motive's security and privacy documentation, that it is the Customer's responsibility to do its own risk evaluation, including any third party risk evaluation questionnaires, and that sufficient documentation pertaining to Motive's information security and privacy programs has been provided to Customer by Motive.

5.2 User Connections and Data Transmission

The Services enable Customer and its authorized End Users and Administrators (the "Connecting Party") to connect directly with Customer's other authorized End Users and Administrators (the "Receiving Party"), allowing the Receiving Party to receive and access Customer Data and to interact with the Connecting Party in its use of the Services. When a Connecting Party connects with a Receiving Party through the Services, the Connecting Party consents to automatically and continuously transmitting its Customer Data with the Receiving Party. Further, the parties may interact with and manage the data of the Connecting Party and that Motive is not liable for any act or omission of a Receiving Party, including access to, use of, or sharing of the Connecting Party's Customer Data.

5.3 Compelled Disclosure

Motive may disclose Customer Data and other information when (a) required by law, regulation or legal process, provided that Motive will use reasonable efforts to give the Customer prior notice of the compelled disclosure, to the extent permitted, and reasonable assistance at the Customer's cost to contest or limit the disclosure or (b) to prevent or stop illegal or unethical activity.

5.4 International Transfers

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The Parties agree that Customer Data may be transferred to, and maintained on, computers located outside of Customer's and/or End User's state, province, country or other governmental jurisdiction where the data protection laws differ from those in the Customer's jurisdiction of residence. If Customer and/or End Users are located outside of the United States and choose to provide Customer Data to Motive, the parties agree to use legally recognized mechanisms to permit the transfer of Customer Data to the United States. Where such mechanisms are contractual in nature (e.g., the use of EU approved Standard Contractual Clauses) such contractual terms are included in the Data Protection Addendum.

6. Service-Specific Terms & Conditions

6.1 General Hardware Terms

1. Installation

Unless otherwise agreed by the Parties in an Order Form, Customer is solely responsible for installing the Hardware in accordance with Motive's written instructions and Documentation. If neither Motive, nor a Motive contractor installs the Hardware, Customer agrees that Motive is not liable for any cost, expense, or damages arising from the installation of the Hardware. If Motive or a Motive contractor installs Customer's Hardware, the Professional Services Terms governs such installations.

2. Battery Drain

The Hardware connects to the battery of a vehicle and consumes a small amount of power from the vehicle's battery, which in some vehicles may adversely affect the vehicle while not in operation. Motive is not liable for any consequences of the battery drain associated with use of Motive Services.

3. Compatibility

Customer is solely responsible for determining whether or not the Services and Hardware are compatible with any vehicles utilizing the Services and Hardware. Customer agrees that Motive is not responsible for any cost, expense or damage arising from compatibility issues.

6.2 Additional Service-Specific Terms

1. Additional Terms for Google Maps

Our Services may incorporate certain Google Maps features and content; and your use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/>.

2. Additional Terms for Wi-Fi Hotspot

If Customer's subscription package includes Wi-Fi Hotspot service, the following terms and conditions apply:

- **Data Allotment.** Motive will provide Customer with 400MB of Wi-Fi data per month per applicable active subscription (a "Monthly Data Plan") as further specified in the applicable Documentation. There is no "roll-over" with respect to Monthly Data Plans, which means any unused data is not accessible in future months. If Customer wishes to increase its Monthly Data Plan, Customer may contact its sales or support representative.
- **Over-usage and Misuse.** In the event that Customer's aggregate data usage goes over its allotted Monthly Data Plan, or Customer uses the Wi-Fi Hotspot in violation of these

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Terms, Motive may reduce connection speeds, restrict, or block Customer's connections, or take other measures to curtail Customer's over-usage or misuse. Motive reserves the right to charge Customer for any overage fees. Motive may restrict access to the types of applications available with the Wi-Fi Hotspot, including, but not limited to, any non-Motive streaming websites.

- **Wi-Fi Data Access.** Customer and all End Users understand and agree that Motive will have access to Customer Data and/or any data related to Wi-Fi Hotspot usage transmitted as a part of Motive's normal course of business in providing the Services.
- **Wi-Fi Security.** By using the Wi-Fi Hotspot, Customer acknowledges and agrees that there are inherent security and confidentiality risks in accessing or transmitting information through Wi-Fi. Security issues may include, but are not limited to, interception of transmissions, loss of data, and the introduction of viruses and other programs that can damage computers, other devices, or other networks. Customer agrees to ensure that any devices connecting to the Wi-Fi Hotspot have reasonable technical safeguards implemented to protect against the propagation of any malicious or unauthorized software code, or application across the Wi-Fi Hotspot network. Accordingly, Customer agrees that Motive will not be liable for any interception of transmissions, computer worms or viruses, loss of data, file corruption, hacking or any other damages to Customer's or its Administrator's and/or End Users' computers or other devices that result from the transmission or download of information or materials through Wi-Fi.

3. Additional Terms for Apple Apps

These Terms apply to your use of all the Software, including the iPhone and iPad applications available via the Apple, Inc. ("Apple") App Store (each an "Apple Store App"); however, the following additional terms in this Section 6.2 (3) also apply if you are downloading Apple Store Apps:

- Customer and Motive acknowledge that these Terms are between Customer and Motive only, and not with Apple, and that Apple is not responsible for Apple Store Apps, the content, maintenance, or support;
- The Apple Store Apps are licensed to Customer on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services, subject to these Terms as they are applicable to the Services;
- Customer agrees to only use the Apple Store Apps in connection with an Apple device that Customer owns or controls;
- In the event of any failure of the Apple Store Apps to conform to any applicable warranty, including those implied by law, Customer may notify Apple of such failure; upon notification, Apple's sole warranty obligation to Customer will be to refund to Customer the purchase price, if any, of the Apple Store App;
- Customer acknowledges and agrees that Motive, and not Apple, is responsible for addressing any claims Customer or any third party may have in relation to the Apple Store App and Motive will be responsible for the investigation, defense, settlement, and discharge of any such claim;

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- Both Customer and Motive acknowledge and agree that, in use of the Apple Store App, Customer will comply with any applicable third party terms of agreement which may affect or be affected by such use; and;
- Both Customer and Motive acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of Section 6.2(c), and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce Section 6.2(c) against Customer as the third party beneficiary hereof.

4. Additional Terms for Face Match Feature

If you have elected to access the Face Match capabilities in the Motive Dashboard, you acknowledge that you are aware of all applicable laws governing the use of the feature and that you are solely responsible for obtaining signed written consent from all persons whose image and/or other identifying characteristics may be captured by this product feature. Motive is not in a position to be able to capture such consents nor possesses the knowledge of which individuals would require their consent and is therefore not responsible for obtaining such consents nor is liable for your failure to do so. Motive partners with backend technology that makes this process work securely and as such Motive is never in possession of any such information. Motive will not possess, sell, rent, or trade any information gathered by this feature. As the Face Match Feature may collect biometric data, if Customer elects to use this feature, the Biometric Services Addendum applies.

5. Additional Terms for First Responder Feature

If you have elected to access the First Responder functionality in the Motive Dashboard, you acknowledge that Motive is not responsible for detecting every possible life-threatening collision or event and Motive will never call an Emergency Medical Service (EMS) on Customer's or any End User's behalf. Furthermore, you acknowledge that if the Administrator calls the unique 10-digit number to a local EMS provided by Motive, that Motive will automatically send that EMS the following information about the collision/event: (a) driver name, (b) vehicle make, model and year, (c) license plate number, (d) VIN, (e) time of impact/event, and (f) latitude and longitude location of the vehicle. Customer is responsible for notifying its End Users that the aforementioned information will be provided to the EMS provider. Furthermore, Customer is responsible for obtaining any necessary consents, approvals, and/or authorizations necessary from any End User in order to provide this service.

6. Additional Terms for Live Streaming Feature

If Customer's dashcam subscription package includes Live Streaming Service, Customer will have a monthly free allotment of live video streaming per dashcam unit (a "Monthly Live Streaming Allotment").

- Data Allotment. Standard Live Streaming license has 10 minutes of streaming per camera per month. However, Customer may purchase an upgraded Live Streaming license to provide 10 hours of streaming per camera per month. Such Monthly Live Streaming Allotment is subject to change or modification by Motive. Any Monthly Live Streaming Allotment will be pooled across all dashcam units on Customer's account. There is no "roll over" for unused Live Streaming. In the event that Customer's data usage goes over its Live Streaming Allotment, or Customer uses Live Streaming in violation of these

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Terms, Motive may reduce connection speeds, restrict or block Customer's connections, or take other measures to curtail Customer's over-usage or misuse. Motive reserves the right to charge Customer for any overage fees.

- Access Alerts. When Live Streaming Service is enabled, the Hardware in the vehicle will deliver in-cab audio and visual alerts to notify drivers and any other persons inside the vehicle that the service is enabled.
- Consent. Customer is solely responsible for (1) informing any individual who may be present in the vehicle while Live Streaming is enabled of the meaning of such audio and visual alerts, (2) obtaining any legally required consents, approvals, and/or authorizations from any employee and/or third party in relation to the Live Streaming feature and (3) complying with any laws necessary to allow the operation of the Live Streaming Services, collection of Customer Data, and permission for Motive to process, store, and transfer Customer Data in relation to the Live Streaming feature.

7. Additional Terms for Workforce Management

If you have elected to access the Workforce Management functionality in the Motive Dashboard, any files, images, photos, and content that you provide is Workforce Management data. Your Workforce Management data is yours. These Terms don't give us any rights to your Workforce Management data except for the limited rights that enable us to provide the Services.

By choosing to use the Workforce Management functionality, you give us the permission to do things like hosting your Workforce Management data, backing it up, and sharing it when you ask us to. Our Services also provide you with features like reporting, searching, image thumbnails, document previews, optical character recognition (OCR), easy sorting and organization, and personalization. To provide these and other features, Motive accesses, stores, and scans Workforce Management data. You represent that you have the necessary rights, license, or sublicense to upload such data to Motive's Systems.

Any Workforce Management data you upload is subject to the terms of Motive's Data Request Policy.. Motive is not responsible to ensure your compliance with any applicable laws or regulations governing information in your Workforce Management data, including but not limited to your obligations to obtain consent from your End Users to upload their personal or sensitive information in accordance with the privacy laws and regulations of the jurisdiction where you operate.

6.3 Additional Terms for Financed Equipment

If you are paying for the Services through a third party financing entity ("Lender"), you acknowledge and agree that the Lender is pre-paying for the Services on your behalf and such prepayment is final and cannot be refunded by Motive. Motive is not a party to your agreement with the Lender. If you choose to discontinue use of the Services for any reason, you may continue to be liable for any outstanding payment obligations specified in your financing agreement with Lender. If you are purchasing through a Lender, Motive may terminate your access to the Services should you breach these Terms or the terms between you and the Lender. Any refunds issued under these Terms by Motive may be remitted to the Lender in reduction of the total number of remaining payments owed by you.

7. Fees & Payment

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7.1 Fees

1. Customer will pay Motive the undisputed fees for the Services set forth in the agreed Order Form on the payment schedule set forth therein.
2. All payments are due in U.S. dollars unless otherwise indicated on the Order Form or invoice. Customer is responsible for providing complete and accurate billing and contact information to Motive and updating Motive of any changes. All fees are non-refundable unless otherwise set forth in these Terms and are not subject to set-off by Customer.

7.2 Invoicing & Payment

1. Unless otherwise set forth in the Order Form, all fees will be invoiced or billed in advance. Unless disputed in accordance with Section 7.6 below, all invoices issued under these Terms are due and payable according to the payment terms in the Order Form, if applicable, or within 30 days from invoice send date if not specified therein. If Customer has provided a credit card to be saved on file in order to be charged for Motive Services, such fees will be charged to such credit card on the invoice sent date, unless otherwise specified in Customer's Order Form. If the Customer requires the use of a purchase order or purchase order number, the Customer (i) must provide the purchase order number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to, supersede, or add to these Terms or any Order Form and are otherwise void.
2. If Customer is purchasing the Services from an authorized reseller, any terms and conditions between Customer and the authorized reseller that conflict with these Terms are void.

7.3 Credit Card Payment

1. If Customer provides Motive with credit card information for payment, Customer acknowledges that an invoice may not be sent, and Customer authorizes Motive to charge the credit card for the Services listed in the Order Form on the payment schedule set forth in the Order Form for the Subscription Term and any renewal. Customer also agrees and acknowledges that Motive may charge Customer's credit card for any required fees, including the Replacement Fees and Restoration Fees. Motive uses a third party payment processor and Customer's use of the payment processing service will be subject to the payment processor's terms and conditions and privacy policy.
2. MOTIVE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY, RENEWALS, ADDITIONAL ORDERS, AND FEES) WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER UNTIL CUSTOMER PROVIDES PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY MOTIVE) THAT CUSTOMER WILL TERMINATE THIS AUTHORIZATION OR WISHES TO CHANGE THE PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE MOTIVE REASONABLY COULD ACT.

7.4 Taxes

Customer is responsible for all taxes related to its purchased Motive Services, except those directly relating to Motive's net income, gross receipts, or capital stock. Motive will invoice Customer for sales tax when required to do so by the applicable municipality and Customer will

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pay such tax unless Customer provides Motive with a valid tax exemption certificate authorized by the appropriate taxing authority.

7.5 Late Payments

Except for obligations pursuant to the Motive Spend Management Agreement and applicable supplements, past due amounts are subject to a finance charge equal to either (1) the highest rate permitted by the laws in your jurisdiction or (2) if your jurisdiction has no maximum rates, the higher of 15% or \$10 ('Late Fee'). The Late Fee is payable immediately upon receipt of invoice for past due amounts. Customer will be responsible for all reasonable expenses (including professional and attorneys' fees) incurred by Motive in collecting past due amounts. If Customer's fees are past due (including any fees owing to any Lender), Motive may suspend the Services and provide notice of termination for material breach in accordance with Section 8.2 – Termination for Cause.

7.6 Billing Disputes

If Customer disputes any invoices or charges, Customer must notify Motive in writing within sixty (60) days after the date that Motive invoices or bills Customer for the disputed amount. Such notice must be sent to Billing@gomotive.com, with a copy to Support@gomotive.com and Legal@gomotive.com. Motive will review such requests along with any documentation provided by Customer and make a good faith determination within thirty (30) days of receipt of such dispute. Customer may withhold payment of any disputed amounts until such determination is made.

7.7. Free Trials, Beta Features and Other Promotions

1. Unless the Parties have entered into a separate written agreement, Motive reserves the right to terminate access to Services provided on a free or trial basis. Any free trial or other promotion that provides access to free Services must be used within the specified time of the trial as communicated by Motive during the trial period. If Motive has provided Hardware as part of a trial at no cost to Customer (the "Trial Hardware"), and Customer does not wish to purchase the associated Services at the end of the trial, Customer must return the Trial Hardware within thirty (30) days of the end of the trial period. If Customer does not return the Trial Hardware within such timeframe, Motive may bill and invoice Customer Replacement Fees for such Trial Hardware, and Customer is responsible to pay Motive for such Replacement Fees.
2. IF THE CUSTOMER IS IN A TRIAL PERIOD AND THE CUSTOMER HAS ALREADY PROVIDED A METHOD OF PAYMENT TO MOTIVE FOR THE MOTIVE SERVICES, MOTIVE MAY CHARGE AUTOMATICALLY AT THE END OF THE TRIAL, UNLESS THE CUSTOMER NOTIFIES MOTIVE THAT THE CUSTOMER WANTS TO CANCEL.
3. Despite anything to the contrary in these Terms, Customer and End User(s) acknowledge that (a) Customer and/or End User, as applicable, has the sole discretion whether to use any Beta Features, (b) Beta Features may not be supported and may be changed by Motive at any time, including in a manner that reduces functionality, (c) Beta Features may not be available or reliable, and (d) Motive provides Beta Features "as-is".

8. Term and Termination

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8.1 Contract and Subscriptions Term

These Terms will continue in full force and effect until they are terminated as described herein. The contract term associated with the applicable Subscriptions are listed in the applicable Order Form(s) ("Subscription Term") and, unless otherwise provided in the applicable Order Form, will automatically renew at the end of the Subscription Term for successive renewal periods of twelve (12) months, each a separate renewed Subscription Term, at the then current non-promotional rate, unless Customer provides at least thirty (30) days' notice of non-renewal prior to the date of renewal by contacting Motive at support@gomotive.com or 877-670-9983 before the end of the applicable Subscription Term. Hardware or Professional Services purchased, unless otherwise provided in the Order Form, will have a nonrenewable term. Customer is responsible for all fees billable through the end of the existing applicable term.

8.2 Termination for Cause

Either Party may terminate these Terms and/or any applicable Services if (a) the other Party is in material breach of these Terms and fails to cure such material breach within thirty (30) days after receipt of written notice of such material breach, or (b) the other Party ceases its business operations or becomes subject to insolvency proceedings. Motive may also terminate these Terms if it has the right to suspend the Services or in order to comply with any applicable law or regulation.

If termination is by Customer for cause due to Motive's material breach hereunder, Customer will owe no further fees except those that have accrued up to the date of such termination and Customer will receive a pro rata refund of any fees paid in advance for Services not yet received as of the date of termination.

8.3 Customer Early Termination

If Customer chooses to discontinue, cancel or terminate any Services, Order Forms, or these Terms before the end of the applicable Subscription Term, Customer must provide notice at least thirty (30) days prior to the proposed termination date. In such an event of early termination, Motive will invoice Customer or charge Customer's authorized credit card and Customer will pay any balance due for the remainder of the applicable full Subscription Term, including any agreed upon Replacement Fees and Restoration Fees.

8.4 Effect of Termination

If these Terms expire or are terminated, (a) the rights granted by one Party to the other will cease immediately except as otherwise set forth in this section, (b) Motive will have no obligation to maintain Customer Data and may delete any copies of Customer Data, and (c) the following sections will expressly survive: 4 (Intellectual Property Rights), 5.3 (Compelled Disclosure), 7 (Fees & Payment), 8.4 (Effect of Termination), 9 (Disclaimers), 10 (Indemnity), 11 (Limitation of Liability), 12 (Arbitration), 13 (Miscellaneous), 14 (Definitions), and any other term which by its nature would survive termination.

9. Disclaimers

9.1

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS SET FORTH IN THESE TERMS AND ALL INCORPORATED DOCUMENTS, MOTIVE AND ITS AFFILIATES, LICENSORS, SUPPLIERS, AND DISTRIBUTORS (A) MAKE NO WARRANTIES OF ANY

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KIND, EITHER EXPRESS OR IMPLIED WARRANTIES, STATUTORY OR OTHERWISE REGARDING THE MOTIVE SERVICES AND ANY OUTPUT FROM THE MOTIVE SERVICES, AND (B) DISCLAIM ALL WARRANTIES OF (I) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, AND NON-INFRINGEMENT, (II) ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR (III) THAT THE MOTIVE SERVICES OR OUTPUT ARE COMPLETELY SECURE, ERROR-FREE OR UNINTERRUPTED.

9.2

EXCEPT AS SET FORTH IN THESE TERMS AND ALL DOCUMENTS INCORPORATED HERETO, THE MOTIVE SERVICES AND OUTPUT ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND MOTIVE MAKES NO WARRANTY REGARDING THE ACCURACY, COMPLETENESS, QUALITY, RELIABILITY, TIMELINESS, OR TRUTHFULNESS OF ANY MOTIVE OUTPUT. CUSTOMER IS SOLELY RESPONSIBLE FOR (AND MOTIVE DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RELATING TO OR ARISING FROM CUSTOMER’S INSTALLATION OF THE HARDWARE, CUSTOMER’S OR END USER’S USE OF THE MOTIVE SERVICES OR HARDWARE, CUSTOMER’S VEHICLES, AND INTERNET CONNECTIVITY. PROVIDED HOWEVER, IF MOTIVE OR A MOTIVE CONTRACTOR INSTALLS THE HARDWARE, MOTIVE WARRANTS THAT SUCH INSTALLATION WILL BE COMPLETED IN A PROFESSIONAL MANNER.

CUSTOMER AND END USER(S) ACKNOWLEDGE AND AGREE THAT THE MOTIVE SERVICES ARE A DRIVER AID ONLY. THEY ARE NOT A SUBSTITUTE FOR A SAFE, CONSCIENTIOUS DRIVER. THEY CANNOT COMPENSATE FOR A DRIVER THAT IS DISTRACTED, INATTENTIVE, OR IMPAIRED BY FATIGUE, DRUGS, ALCOHOL, OR OTHERWISE. THE DRIVER IS RESPONSIBLE TO AVOID AN ACCIDENT.

CUSTOMER’S DRIVERS AND END USERS SHOULD NEVER WAIT FOR ANY OF THE MOTIVE SERVICES TO PROVIDE A WARNING BEFORE TAKING MEASURES TO AVOID AN ACCIDENT OR ANY VIOLATIONS.

CUSTOMER AND END USER(S) ACKNOWLEDGE THAT USE OF THE SOFTWARE (OTHER THAN SOFTWARE EMBEDDED IN HARDWARE), WHILE DRIVING IS INADVISABLE. DISTRACTED DRIVING IS DANGEROUS AND ILLEGAL IN MANY JURISDICTIONS.

9.3 IFTA Reporting

While Motive strives to create accurate fuel tax reports based on Customer Data and state and federal requirements, Customer accepts responsibility to ensure the accuracy and the suitability of the reports generated by the Services before submitting them to any state or federal agency. Motive accepts no responsibility or liability for any setbacks, financial or otherwise, incurred by using our Services. It is Customer’s and End User’s sole responsibility to maintain compliance standards for IFTA filing purposes.

9.4 Wireless Providers

1. Customer, End User(s) or Motive may use a third party provider for cellular and wireless connectivity, including Wi-Fi Hotspot connectivity (“Wireless Service Carriers”). As such service is provided by the Wireless Service Carrier, Motive cannot and does not

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guarantee uninterrupted or continuous service or specific area coverage and is not responsible for downtime or loss of use of the Services caused by a Wireless Service Carrier's lack of provision of such services.

2. CUSTOMER AND END USER(S) UNDERSTAND AND AGREE THAT CUSTOMER AND END USER(S): (1) CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE WIRELESS SERVICE CARRIERS, (2) CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTIVE AND THE WIRELESS SERVICE CARRIERS, (3) THE WIRELESS SERVICE CARRIERS HAVE NO LIABILITY OF ANY KIND TO CUSTOMER OR END USERS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, (4) MESSAGES OR DATA TRANSMISSIONS MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 CALLS MAY NOT BE COMPLETED, AND (5) THE WIRELESS SERVICE CARRIERS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

10. Indemnity

10.1 Customer Indemnity

1. Indemnity. Notwithstanding anything in these Terms or the Additional Terms to the contrary, Customer will indemnify, defend, and hold harmless Motive and its affiliates, officers, directors, employees, and agents (collectively "Motive Indemnified Parties") from and against all liabilities, damages, losses, and costs and expenses, including settlement costs and reasonable attorneys' fees, arising out of third party claims, suits, or proceedings arising out of (i) Customer's, Administrator's, or End User's access to or use of the Services; (ii) Customer Data; (iii) Customer's, Administrator's, or End User's breach of these Terms, or (iv) negligent acts or omissions of Customer, Administrator(s), or End User(s) ("Customer Indemnified Claim").
2. Indemnity Excused. Customer's obligation to defend and indemnify Motive Indemnified Parties is excused only to the extent that the following materially prejudices Customer's defense: (i) Motive fails to provide prompt notice to Customer of the Customer Indemnified Claim; and (ii) Motive fails to reasonably cooperate with Customer's defense. Furthermore, Motive grants the sole control of the defense of the Customer Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof to Customer. Customer's obligation to indemnify and defend includes: (1) settlement at Customer's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of attorneys' fees, courts costs, and other reasonable expenses, and (2) reimbursement of reasonable attorneys' fees incurred before Customer assumed the defense (but not attorneys' fees incurred by the Motive Indemnified Parties thereafter).

10.2 Motive Indemnity

1. Indemnity. Notwithstanding anything in these Terms or the Additional Terms to the contrary, Motive will indemnify and defend and hold harmless Customer, and its

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affiliates, officers, directors, members, managers, employees, and agents (collectively the “Customer Indemnified Parties”), from and against all liabilities, damages, losses, and costs and expenses, including settlement costs and reasonable attorneys’ fees, arising out of third party claims, suits, or proceedings arising out of (i) Motive’s gross negligence, willful misconduct, or fraud or (ii) infringement or misappropriation of any patent, copyright, trademark, moral right, or trade secret or other intellectual property with respect to the Services (“Motive Indemnified Claim”).

2. **Indemnity Excused.** Motive’s obligations to defend and indemnify Customer Indemnified Parties is excused only to the extent that the following materially prejudices Motive’s defense: (i) Customer fails to provide prompt notice to Motive of the Motive Indemnified Claim; and (ii) Customer fails to reasonably cooperate with Motive’s defense. Furthermore, Customer grants the sole control of the defense of the Motive Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof to Motive. Motive’s obligation to indemnify and defend includes: (1) settlement at Motive’s expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of attorneys’ fees, courts costs, and other reasonable expenses, and (2) reimbursement of reasonable attorneys’ fees incurred before Motive assumed the defense (but not attorneys’ fees incurred by the Customer Indemnified Parties thereafter).
3. **Exclusions.** Motive has no obligation to indemnify Customer if a claim of infringement under part (a)(ii) is caused by (1) Customer’s use of the Services in a manner prohibited by these Terms; (2) Customer’s use of a modification or derivation of the Services not approved or provided by Motive; (3) Customer’s use of the Services in combination with any product, software, data or equipment not owned or developed by Motive where or such combination was not contemplated by these Terms, or (4) Customer Indemnified Party’s failure to modify or replace Motive technologies as required by Motive.
4. **Additional Remedies.** If claims arise that prevent the Customer from using the Services as contemplated under these Terms, or Motive reasonably believes such a claim may arise, in addition to Motive’s defense and indemnity obligations set forth in the preceding paragraph, Motive may, at its option: (i) secure the necessary rights and licenses for Customer to continue using the Services, (ii) modify the Services such that it is non-infringing, or (iii) terminate these Terms (and, in such event, Motive will provide Customer with a pro-rata refund of any fees paid in advance for any access to the Services not yet provided). This section sets forth Customer’s sole remedy, and Motive’s exclusive liability, with respect to claims related to the infringement or violation of third party intellectual property rights.

11. Limitation of Liability

11.1

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS AFFILIATES, LICENSORS, AND DISTRIBUTORS WILL BE LIABLE UNDER THESE TERMS OR FROM USE OR INABILITY TO USE THE MOTIVE SERVICES FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL

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DAMAGES, (B) LOSS OF USE, DATA, BUSINESS, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), OR (C) LIABILITY FOR PROPERTY DAMAGE, REGARDLESS OF THE LEGAL THEORY AND REGARDLESS OF WHETHER THAT PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2

NOTWITHSTANDING ANYTHING IN THESE TERMS, THE ADDITIONAL TERMS, OR ANY INCORPORATED DOCUMENTS TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, EITHER PARTY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, DISTRIBUTORS, AND AGENTS' MAXIMUM COLLECTIVE, AGGREGATE LIABILITY IS LIMITED TO THE AMOUNT CUSTOMER HAS PAID OR IS PAYABLE FOR USE OF THE MOTIVE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MOTIVE AND CUSTOMER. THESE LIMITATIONS ARE NOT APPLICABLE TO ANY EXPRESS INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND ANY CUSTOMER PAYMENT OBLIGATIONS, INCLUDING THOSE FOR MOTIVE CARDS, IN THE EVENT OF A BREACH OR EARLY TERMINATION BY CUSTOMER.

11.3

Some of the above limitations or exclusions may not be allowed in your jurisdiction and may not apply to you. The terms of this limitation of liability will apply to the extent permitted by applicable law.

12. Arbitration

12.1 Agreement to Arbitrate

Unless otherwise agreed to by both Parties in writing or set forth in Section 12.6 (Exceptions to the Agreement to Arbitrate), you and Motive agree that, in order to expedite and control the cost of any disputes, any legal or equitable claim arising out of or relating in any way to the Services and/or these Terms ("Claim") will be determined by binding arbitration or in small claims court as further described below.

12.2 Informal Dispute Resolution

Except with respect to Claims listed in Section 12.6 below, you and Motive agree to make a good faith attempt to resolve any disputes informally. You and Motive agree to provide notice to the other Party with information concerning the Claim and will attempt to resolve the dispute through good faith discussion ("Informal Negotiation Period"). After 30 days, if the Parties have been unable to reach a resolution, either Party may bring a formal proceeding as outlined below.

12.3 Arbitration Notice

If either you or Motive chooses to start an arbitration proceeding, the Party initiating the proceeding will send a notice of its Claim ("Arbitration Notice") to the other Party. Motive will send the Arbitration Notice by sending such notice to the address and email addresses on file.

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You will send the Arbitration Notice by email to legal@gomotive.com and by U.S. mail to: Motive Technologies, Inc., 3500 South DuPont Highway, Suite GS-101, Dover, DE 19901.

12.4 Arbitration Procedures

1. Any arbitration proceedings between you and Motive will be conducted under the commercial rules then in effect for the American Arbitration Association (“AAA”), except with respect to the provision of these Terms which bars class actions in Section 12.7 and any specific rules and procedures explicitly discussed in Section 12.
2. The award rendered by the arbitrator(s) will include costs of arbitration, reasonable costs of expert and other witness and reasonable attorneys’ fees. For claims less than \$10,000, Motive will advance to you AAA’s filing fees; provided, however, that such fees must be repaid to Motive if Motive prevails in the arbitration. Please see this link (<https://www.adr.org/Rules>) for the AAA’s current rules and procedures or contact the AAA at 1-800-778-7879.

12.5 Non-Appearance-Based Arbitration Option

Except with respect to the Exceptions to the Agreement to Arbitrate in Section 12.6, for Claims where the total amount of the award sought in arbitration is less than \$10,000, the party seeking the award may choose non-appearance-based arbitration. If non-appearance-based arbitration is elected, the arbitration will be conducted online, by telephone, and/or solely based on written submissions to the arbitrator. The specific manner will be chosen by the party initiating arbitration. Non-appearance-based arbitration involves no personal appearances by parties or witnesses unless otherwise mutually agreed to by the parties.

12.6 Exceptions to the Agreement to Arbitrate

1. Notwithstanding the foregoing, the Arbitration Notice requirement and the Informal Negotiation Period do not apply to either lawsuits solely for injunctive relief to stop unauthorized use of the Services or lawsuits concerning copyrights, trademarks, moral rights, patents, trade secrets, claims of piracy or unauthorized use of the Services.
2. Notwithstanding the foregoing Arbitration clause, Motive may assert Claims for nonpayment or billing and collections matters in any legal forum of its choosing.
3. Either you or Motive may assert Claims which qualify for small claims court in the appropriate small claims court.

12.7 Opting Out of the Agreement to Arbitrate

You have the right to opt-out and not be bound by the binding agreement to arbitrate provided in these Terms by sending written notice of your decision to opt-out to legal@gomotive.com or by U.S. Mail to Motive, 3500 South DuPont Highway, Suite GS-101, Dover, DE 19901. In order for your opt-out to be valid, the notice must be sent within 30 days of first using the Services.

12.8 No Class Actions

UNLESS YOU AND MOTIVE AGREE OTHERWISE IN WRITING, YOU MAY ONLY RESOLVE DISPUTES WITH MOTIVE ON AN INDIVIDUAL BASIS. CLASS ACTIONS, CLASS ARBITRATIONS, PRIVATE ATTORNEY GENERAL ACTIONS AND CONSOLIDATIONS WITH OTHER CLAIMS ARE NOT ALLOWED. NEITHER YOU NOR MOTIVE MAY CONSOLIDATE A CLAIM OR CLAIMS AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS ACTION, A CONSOLIDATED ACTION OR A REPRESENTATIVE

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ACTION. IF THIS SPECIFIC SECTION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF SECTION 12 (ARBITRATION) WILL BE DEEMED VOID.

13. Miscellaneous

13.1 Integration

1. All attachments to these Terms, Additional Terms, and any Order Forms executed by the Parties are hereby incorporated into these Terms by reference. These Terms, including any such attachments and Order Forms, constitute the entire and exclusive understanding and agreement between Motive and you regarding the Services, and supersede and replace any and all prior or contemporaneous oral or written agreements between Motive and you regarding the Services, including any non-disclosure agreements.
2. If there is a conflict between the documents that make up these Terms, the documents will control in the following order: Order Form, these Terms, Additional Terms, and the Documentation.

13.2 Severability

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

13.3 Modifications

1. Motive may modify these Terms periodically. If an update will materially affect your use of the Services or legal rights, Motive will notify you prior to the update's effective date (except for changes due to legal or regulatory reasons, which may be effective immediately). Otherwise, updates will be effective as of the date posted on this website.
2. By continuing to use the Services or executing additional Order Forms after the changes become effective, you agree to be bound by the modified Terms.

13.4 Assignment

Either Party may assign or transfer these Terms, Services, or any Order Form, with written consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Consent will not be unreasonably withheld. The Parties may not otherwise assign these Terms, Services, or any Order Form without prior written consent to the other Party, by operation of law or otherwise. Any other attempt to assign or transfer without consent, will be null and of no effect. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

13.5 Governing Law and Venue

These Terms and the relationship between you and Motive are governed and construed in accordance with the laws of the State of California without regard to the conflict of laws principles. You and Motive further agree that the exclusive venue for the resolution of any dispute relating to the subject matter of these Terms shall be in the state and federal courts located in San Francisco, CA. You and Motive waive any objection on the basis of personal jurisdiction or venue.

13.6 U.S. Embargo

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Customer represents and warrants that Customer is not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that Customer is not listed on any U.S. Government list of prohibited or restricted parties.

13.7 Causes of Action

Any cause of action related to the Services or the Terms initiated by either Party must commence within one (1) year after the cause of action arises. Otherwise, such cause of action is barred permanently.

13.8 Confidentiality

Confidential Information. Subject to Section 4.4, notwithstanding anything in these Terms, Order Forms, or the Additional Terms to the contrary, the Parties will consider confidential any information and/or documentation, which the receiving Party knew, or reasonably should have known, was confidential, regardless of its physical form or characteristics relating, to the disclosing Party’s, regardless of being marked as Confidential Information or not, including, without limitation, the existence of these Terms, past, present and future research, data, business strategies, marketing plans, methodologies, processes, customer lists, pricing, software code, development, business activities, Order Forms, intellectual property, Customer Data, and the Motive Technology (the “Confidential Information”).

Exclusions. Notwithstanding the foregoing, Confidential Information does not include the following: (a) information that, at the time of disclosure, is in or becomes part of the public domain without violation of these Terms, directly or indirectly, by the Receiving Party or any of its Representatives (defined below); (b) information rightfully known to or rightfully in the possession of the Receiving Party on a non-confidential basis prior to disclosure to the Receiving Party by the Disclosing Party, as evidenced by written records; (c) information developed independently by the Receiving Party without reference to Confidential Information, as established by written evidence; (d) information disclosed to the Receiving Party by a third party under no obligation of confidentiality to the Disclosing Party and who did not obtain such information by a wrongful or tortious act; and (e) information authorized by the Disclosing Party in writing for disclosure or release by the Receiving Party and, in such case, only to the extent so authorized.

Disclosure. The Party receiving Confidential Information agrees that, until such time as the Confidential Information enters the public domain through no fault of the receiving Party, the receiving Party will not, directly or indirectly, disseminate, or disclose any of the Confidential Information disclosed to it without the prior written consent of the disclosing Party to any third party except to Representatives who (1) have a need to know such information as required to perform duties under these Terms and (2) are subject to obligations of a confidentiality agreement directly with receiving Party containing obligations at least as restrictive as those contained herein or that are otherwise acceptable to disclosing Party; provided, however, the receiving Party will not disclose Confidential Information to any other person or entity that the receiving Party knows or should have reasonably known to be a competitor of the disclosing Party. “Representative” means, with respect to a Party, such Party’s affiliates and its respective

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officers, directors, trustees, employees, agents, professional advisors, non-employee staff, attorneys, financial advisors, accountants, and consultants.

Term. Upon termination of these Terms, the receiving Party and its Representatives may retain copies of the Confidential Information for system archival purposes or if required by an applicable government or regulatory body as part of an active certification file, which at all times will remain subject to the obligations of the receiving Party as set forth herein. Notwithstanding the foregoing, the receiving Party and its Representatives may retain archival copies of the Confidential Information, which such Confidential Information will only be used by the receiving Party and its advisors in connection with the review of its obligations under these Terms with receiving Party's retention policy, or for purposes of compliance with applicable law; and provided that receiving Party's confidentiality obligations identified herein will remain in effect for as long as the Confidential Information is in the receiving Party's custody. Both Parties to these Terms acknowledge that damages for the breach of this section may be difficult to ascertain; therefore, in the event of a breach by a Party to these Terms of the provisions of this Confidentiality section, the non-breaching Party, in addition to any other available remedies, will be entitled to seek preliminary and permanent injunctive relief against any breach or threatened breach of the covenants contained in this section. The Parties' obligations under this section will survive the performance or any termination of these Terms for three (3) years.

13.9 Notices

Notices provided by Motive to Customer will be given by Motive: (i) to the address and/or email address on file for Customer; or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Notices provided by Customer to Motive must be sent to: (1) Motive Technologies, Inc., Attn: Legal Department, Office of the General Counsel, 3500 South DuPont Highway, Suite GS-101, Dover, DE 19901 (2) with a copy to legal@gomotive.com.

13.10 Force Majeure

Except with respect to any payment obligations hereunder, neither Party will be liable to the other Party for inadequate performance to the extent caused by a reasonably unforeseeable condition (for example, natural disaster, pandemic, endemic, act of war or terrorism, labor disputes, governmental action, utilities failures, third party software or hardware, and internet disturbance) that was beyond its reasonable control, and which condition (a) has an adverse effect on such Party's ability to perform its obligations under an applicable Order Form and/or these Terms and (b) is not the result of that Party's negligence, fault, or failure to perform any of its obligations the applicable Order Form and/or these Terms. If such an event continues for more than thirty (30) days, either Party may cancel unperformed Services, applicable Order Forms, or these Terms upon fifteen (15) days written notice.

13.11 Relationship of the Parties

The Parties are independent contractors. These Terms do not create a partnership, joint venture, or agency relationship between the Parties.

13.12 Export Compliance

The Services may be subject to export restriction laws and regulations in the U.S. and any other applicable jurisdiction. and Customer and/or End User is responsible for compliance regarding

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Customer's and its End Users' use of the Services. Customer will not permit End Users to use the Services from a U.S. embargoed country.

13.13 Waiver

The Parties' failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

13.14 Construction

Any ambiguity in the Terms will be interpreted equitably without regard to which Party drafted the Terms. "Including" and "include" will be construed to mean "including without limitation."

13.15 Third Party Beneficiaries

There are no third party beneficiaries under these Terms.

13.16 Counterparts.

The Terms and any Order Form may be executed in counterparts, which taken together will constitute one instrument, and may be executed and delivered electronically.

14. Definitions

14.1 "Additional Terms" means all applicable terms and agreements located at:

1. "API Terms of Service" means the terms located at: <https://gomotive.com/legal/api-terms-of-service/>
2. "Biometric Services Addendum" means the terms located at: <https://gomotive.com/legal/biometric-services-addendum/>
3. "Copyright Dispute Policy" means the terms located at: <https://gomotive.com/legal/cdp/>
4. "Data Protection Addendum" means the terms located at: <https://gomotive.com/legal/data-protection-addendum/>
5. "Hardware Terms and Warranty" means the terms located at: <https://gomotive.com/legal/hardware-terms/>
6. "Privacy Policy" means the policy located at: <https://gomotive.com/legal/privacy/>
7. "Professional Service Terms and Conditions" means the terms located at: <https://gomotive.com/legal/professional-services/>
8. "Spend Management Term" means the terms located at: <https://gomotive.com/legal/terms-of-service/expense-management-cards/>
9. "Data Request Policy" means the terms located at: <https://gomotive.com/legal/data-requests/>

14.2 "Administrator(s)" means a Customer-designated End User who administers the Services account and has access to permissions and other sensitive settings.

14.3 "API Key" means any API key for the Services that Customer can use or share with a third party for access, collection, and use of Customer Data.

14.4 "Apps" means downloadable software, including the mobile device software.

14.5 "Beta Features" means services, or software features available to Customer on a trial, beta, early access, or similar basis. "Beta Features" does not apply to unreleased Hardware.

Unreleased Hardware is governed by a separate written agreement between the Parties.

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14.6 “Customer” means all authorized users of Motive Services including End Users, Administrators, entities which are paying for and/or utilizing Motive Services (can include End Users and/or Administrators).

14.7 “Customer Data” means any data and information Customer or its End Users upload, transmits, generates, or submits to the Motive Software, including data and information from Non-Motive Products and Hardware Data.

14.8 “Documentation” means any written documentation on the Motive website or with the Motive logo, and Motive’s written policies related to the provision of the Services.

14.9 “End User(s)” means individual users of Customer’s Services account. End Users may include Customer’s and its affiliate’s employees, agents, and contractors.

14.10 “Hardware” means the Motive devices that are ordered by Customer under an Order Form or otherwise provided by Motive and used by Customer under these Terms.

14.11 “Hardware Data” means the data and information regarding use of the Hardware, and/or collected from the Hardware, that Motive makes available to Customer via the Services.

14.12 “IFTA” means the International Fuel Tax Agreement.

14.13 “Live Streaming” means the ability to allow fleet managers to view live AI Dashcam video in their Fleet Dashboard remotely, in real-time.

14.14 “Motive Data” means Customer’s usage and performance data, statistics, aggregate data, and other de-identified data derived from Customer Data so that such data cannot be attributed to a particular Customer.

14.15 “Motive Output” means the Hardware Data and other information and reports to the extent made available to Customer through the Services.

14.16 “Motive Service(s)” or the “Service(s)” means the (a) combined offerings of Software offered as a service, (b) Software offered as a service, either in combination with Purchased Hardware or otherwise, (c) the Motive App Marketplace, but not the Non-Motive Products, (d) support or other services described in an exhibit, attachment, or SOW referencing the Order Form or the Terms, (e) the Software, and (f) the Hardware, in each case that are ordered by Customer under an Order Form or otherwise provided by Motive and used by a Customer, End User, or Administrator under these Terms.

14.17 “Motive Technology” means the Services, Documentation, Motive Data, Motive API, Deliverables, and Motive’s trademarks, logos, and other brand features.

14.18 “Non-Motive Product(s)” means any Customer-provided or third party services, hardware, products, websites, applications, services that interoperates with the Motive Services, a website linked from the Motive Services, and/or any application or service available through the Motive App Marketplace or other approved method.

14.19 “Order Form” means the (a) ordering document, (b) ordering webpage, or (c) order confirmation or other communication of ordering, in each case for the Motive Services.

14.20 “Replacement Fee” has the meaning set forth in the Hardware Terms and Warranty.

14.21 “Restoration Fee” has the meaning set forth in the Hardware Terms and Warranty.

14.22 “Software” means the Site, software embedded in Hardware, and fleet management and other software, including the Apps, that are ordered by Customer under an Order Form or otherwise provided by Motive and used by Customer under these Terms.

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14.23 “Services Term” means the term of these Terms, which begins on the Effective Date and continues until the earlier of the expiration of Subscription Term or these Terms are otherwise terminated.

14.24 “Subscription Term” means the initial subscription term set forth in an Order Form and all renewal terms for the subscription services.

Change Log

September 16, 2024: The Terms were updated to (1) make the terms more clear by merging the Acceptable Use Policy and Live Streaming Terms into these Terms; (2) explain how Motive secures the Customer Data and uses the Motive Data; (3) describe how Customer Data and Personally Identifiable Information is protected; (4) corrected amount of data provided in WiFi Allotment; (5) introduce terms for the new features First Responder and Workforce Management features; (6) introduce more protections for biometric data in the Biometric Services Addendum; (7) update our late fee amounts to match your state regulations; and (8) clarify definitions of several terms.

April 3, 2024: The Terms were updated to (1) clarify that unless another agreement is in writing and signed by both parties these terms govern the use of the Motive Services; (2) correct restrictions of benchmarking section to clarify that it is allowed with written consent; (3) correct confusing language in the User Connections and Data Transmission Section to be clear that only Customer’s users may connect with each other; (4) clarify usage of Motive Data to show that it will be anonymized and not attributable to Customer; and (5) Remove the section concerning Smart Load Board, as the product is no longer offered.

October 2, 2023: The Terms were updated to be more balanced for the customer and to provide more clarity. The changes were to (1) move Additional terms from Section 1.1 to the definition section; (2) add Data Protection Addendum to the Additional Terms; (3) consolidate the Modification sections in section 1 and 14; (4) correct the method to unsubscribe from Motive marketing communications in Section 2.3; (5) update the Customer Responsibilities, Security, and International Transfers sections to include the Data Protection Addendum and Data Protection legal requirements; (6) remove unnecessary sections which reiterated the use of the Additional Terms; (7) add provisions to consider that Motive may install the Hardware; (8) remove Additional Terms for Facility Insights as Motive no longer offers this service; (9) specify the amount of Wi-Fi data provided in the applicable subscription plans; (10) add terms for the Face Match feature; (11) provide more clarity surrounding billing disputes; (12) remove Motive ability to Terminate for Convenience; (13) specify that if Customer terminates the Terms for Cause, no further fees will be owed and, if prepaid, will be refunded; (14) condense Customer Indemnity and add Motive Indemnity; (15) increase the Limitation of Liability; (16) update Motive address; (17) allow for Customer assignment of Terms; (18) add US Embargo section; (19) provide more clarity for Confidentiality; (20) provide more clarity for Force Majeure section; and (21) add or clarify definitions for Customer, Customer Information, Customer Data and Documentation.

April 12, 2022: The Terms were updated to (1) reflect that KeepTruckin, Inc. has rebranded as Motive Technologies, Inc., (2) clarify the relationship between Customer Data and data collected from visiting our website as specified in the Privacy Policy, and (3) revise and shorten the Terms

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by removing duplicative language and moving certain Hardware related terms to the Hardware Terms and the Limited Hardware Warranty.

December 20, 2021: The Terms were updated to (1) add terms and conditions for Live Streaming, (2) remove billing and collections disputes from the agreement to arbitrate, and (3) include terms related to responsibilities for and misuse of the Services.

May 5, 2021: The Terms were updated to include the Professional Services Terms and Conditions.

February 23, 2021: The Terms were updated to make adjustments to delivery of hardware and transfer of title and risk of loss.

August 6, 2019: The Terms were updated to include terms and conditions governing Customer and/or End User use of the Facility Insights tool. The Terms were also modified to change all references to “ELD” or “Cellular ELD” to “Vehicle Gateway,” which reflects the Company’s new names for these products as of August 6, 2019. Finally, the definition of “Hardware” has been modified to include the Company’s newest product – the Asset Gateway. We also updated our mailing address.

June 10, 2019: The Terms were updated to include terms and conditions governing Customer and/or End User use of the WiFi HotSpot.

April 1, 2019: The Terms were updated to include easy-to-understand notes in the right margin to assist Customers and End Users with understanding the Terms, as well as adding language pertaining to how we work with our subsidiaries and affiliates.

November 6, 2017: The Terms were updated to clarify data relationships between customers, end users, and third parties, as well as certain payment and pricing terms.

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